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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, an Oil, Gas and Mineral Lease effective on November 1, 2006 (the "Lease"), recorded in the official public records of Tarrant County, Texas as document number D207062456, was executed by and between **Texas Christian University** ("Lessor"), and Dale Resources, L.L.C., ("Leasee"), whose address is 2100 Ross Avenue, LB-9, Dallas, Texas 75201, and subsequently conveyed all right title and interest to the Lease in an Assignment dated on December 1, 2006 to Chesapeake Exploration Limited Partnership, whose successor in interest is **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is P.O. Box 18496, Oklahoma City, OK 73118. (hereinafter referred to as "Assignee").

WHEREAS, the Leased Premises described in the Lease and the Memorandum Oil, Gas and Mineral Lease reads as follows:

12.312 acres of land, more or less, out of the S.P. Loving Survey, Abstract No. 943, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Deed dated July 24, 1981, from Industrial Bank, a Texas Banking Corporation, as Grantor, to Texas Christian University, as Grantee, recorded in Volume 7169, Page 1435 of the Official Public Records of Tarrant County, Texas.

WHEREAS, since the execution and delivery of the Lease, it has been discovered that the pooling provision (section XI, page 5) of said Lease is inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend and correct the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

- (a) Section XI. Pooling, page 5, lines six through nine, currently read as follows, to wit:

"no larger than forty (40) acres plus the acreage permitted by the "Additional Acreage Assignment" based upon "Horizontal Drainhole Displacement" for a "Horizontal Well" as provided in current Texas Railroad Commission Statewide Rule 86 and applying the table for "fields with a density rule of 40 acres of less." "

The above sentences are hereby deleted in their entirety and the following sentences are added in place of the above sentences (i.e. the Lease is hereby amended to read), to wit:

no larger than 320 acres plus an additional acreage tolerance of 10% for a "Horizontal Well."

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of April 16, 2008.

Lessor:

Texas Christian University

By: 

Brian G. Gutierrez, Vice Chancellor for Finance
and Administration

Lessee:

**Chesapeake Exploration, L.L.C.,
An Oklahoma limited liability company**

By: 

Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel



ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 9 day of May, 2008 before me, Terry Haney
Notary Public in and for said County and State, personally appeared Brian G. Gutierrez, as Vice Chancellor for Finance and Administration of Texas Christian University, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Terry Haney
Notary Public

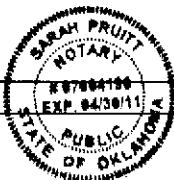
(SEAL)

STATE OF OKLAHOMA \$
COUNTY OF OKLAHOMA \$


Before me, the undersigned, a Notary Public in and for said County and State, on this 12TH day of MAY, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:



ear last above written.



Notary Public



SARAH PRUITT
CHESAPEAKE ENERGY CORP
P O BOX 18496
OKLAHOMA CITY OK 73154
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/14/2008 12:58 PM
Instrument #: D208179005
OPR 4 PGS \$24.00

By: _____



D208179005

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
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